



MEETING AGENDA
TOWN OF PITTSFIELD
BOARD OF SELECTMEN
TOWN OFFICE, 85 MAIN STREET
PITTSFIELD, NEW HAMPSHIRE 03263

TUESDAY, NOVEMBER 15, 2016

5:00 p.m. – Call to order – regular session

6:00 p.m. – Board of Selectmen will be meeting with the Budget Committee

PUBLIC INPUT – regarding agenda items only

AGENDA REVIEW

DEPARTMENT UPDATE

1. George Bachelder, Superintendent of Public Works

NEW BUSINESS

ACTION ITEMS

1. Citizen request – Knights of Columbus Baby Safe Haven signage program
2. D.A.R.E. Community sign placement request
3. Funds transfer – 2016 funding of \$10,000 to Loader Capital Reserve
4. 2017 Flexible Benefit Plan Agreements
5. Storage Container permit extension – 322 Catamount Road

COMMITTEE REPORTS

INFORMATION ITEMS

1. Wastewater Treatment Facility – October 2016 report

OLD BUSINESS

1. Town hall basement code issues (4/5/16)
2. Sale of town owned tax-deeded property (7/26/16)
 - a. 81 Main Street – (under agreement 8/23/16)
 - b. 114 Main Street – (under agreement 8/2/16)
 - c. 31 Berry Avenue – (under agreement 8/10/16)
3. Joy Street Pump Station concern (8/16/16, building/health to follow up)
4. Town equipment policy changes (tabled 9/20/16)
5. Consulting Services Contract for Municipalization of Pittsfield Aqueduct Co. (tabled 9/27/16)

CHECK MANIFESTS

1. Accounts Payable
2. Payroll

MINUTES

1. November 1, 2016 – Public Meeting Minutes

PUBLIC INPUT

Cara Marston

From: Eric Barbasso <ebsqr73w@gmail.com>
Sent: Wednesday, November 02, 2016 7:37 PM
To: Admin
Subject: Selectmen Meeting Agenda

Town Administrator;

I would like to be scheduled on the agenda for a Selectman's meeting. I have met with Fire Chief Psznowsky regarding the Knights of Columbus Baby Safe Haven program. State RSA 132-A1,2,3,4 provides new mothers of babies aged 7 days or younger to turn over their babies to the state for care if they cannot provide for them. The state council for the Knights is asking every council to get their town involved with this program. What we are doing is purchasing signs to be mounted at the appropriate facilities, manned 24/7, to show where they can be helped. The sign would be placed at the Fire Station at a spot visible from the road.

If you need more information please don't hesitate to contact me.

Eric Barbasso

Cara Marston

From: Peter Pszonowsky
Sent: Thursday, November 03, 2016 11:20 AM
To: Cara Marston
Subject: Re: Selectmen Meeting Agenda

I'm good with that we would have to have child services and concord hospital aware , we have to bring the child to the hospital anyway , and notify PD. With out the sign we are a safe haven already just being the fire department.

Sent from my iPhone

On Nov 3, 2016, at 10:17 AM, Cara Marston <cmarston@pittsfieldnh.gov> wrote:

Thoughts? What does this involve on your behalf?

CMM

From: Eric Barbasso [<mailto:esqr73w@gmail.com>]
Sent: Wednesday, November 02, 2016 7:37 PM
To: Admin <admin@pittsfieldnh.gov>
Subject: Selectmen Meeting Agenda

Town Administrator;

I would like to be scheduled on the agenda for a Selectman's meeting. I have met with Fire Chief Psznowsky regarding the Knights of Columbus Baby Safe Haven program. State RSA 132-A1,2,3,4 provides new mothers of babies aged 7 days or younger to turn over their babies to the state for care if they cannot provide for them. The state council for the Knights is asking every council to get their town involved with this program. What we are doing is purchasing signs to be mounted at the appropriate facilities, manned 24/7, to show where they can be helped. The sign would be placed at the Fire Station at a spot visible from the road.

If you need more information please don't hesitate to contact me.

Eric Barbasso

NEW HAMPSHIRE LAW

Section 132-A:1 Definitions.

In this chapter:

- I. "Department" means the department of health and human services.
- II. "Hospital" means a public or private institution which is required to be licensed under RSA 151, and which is engaged in providing to patients, under supervision of physicians, diagnostic and therapeutic services for medical diagnosis, treatment and care of injured, disabled, or sick persons, or rehabilitative services for the rehabilitation of such persons.
- III. "Safe haven" means a church which is attended by a person, or a police or fire station which is attended by a person, or a 911 responder at an agreed transfer location.

Section 132-A:2 Temporary Care and Control of Children at a Hospital or Safe Haven.

- I. A hospital or safe haven, without a court order, shall take temporary care and control of a child who is not more than 7 days old, provided that the child is handed to a person at the hospital or safe haven by the child's parent or parents, and the parent or parents did not express an intent to return for the child. The child's parent or parents shall not be required to reveal personally identifiable information.
- II. A hospital or safe haven which takes temporary care and control of a child under this chapter shall ensure the provision of any medical services necessary to protect the physical health or safety of the child.

Section 132-A:3 Notice to Department.

- I. Within 24 hours after a hospital or safe haven assumes temporary care and control of a child under RSA 132-A:2, the hospital or safe haven shall notify the department and law enforcement officials that the hospital or safe haven has assumed temporary care and control of the child.
- II. Upon receipt of notice by the hospital or safe haven, the department shall assume the temporary care and control of the child and shall be responsible for all necessary medical and other costs incurred by the hospital or safe haven related to the temporary care and control of the child. The department shall reimburse the hospital or safe haven for any necessary costs incurred prior to the child's placement in the temporary care and control of the department.
- III. Within 24 hours of receiving a report under this paragraph, the department shall request law enforcement officials to investigate the incident using all resources available, including the National Crime Information Center database, to determine if the child is a missing child.

Section 132-A:4 Liability.

No person or entity subject to the provisions of this chapter shall be liable for any claim at law or in equity as a result of action taken pursuant to the requirements of this chapter.



Baby Safe Haven™ CONFIDENTIAL TOLL FREE HOTLINE 1-888-510-BABY

- [home](#)
- [about the law](#)
- [states](#)
- [spots](#)
- [testimonials](#)
- [support the cause](#)

NEW HAMPSHIRE

ABOUT THE NEW HAMPSHIRE SAFE HAVEN LAW

Hospital

911 Responder

Police Department

Fire Station

Church

7Days

- **About the Law**

(click for details)

- [How does it work?](#)
- [What's the difference between Safe Haven and Adoption?](#)
- [Can only a parent bring in the baby?](#)
- [Can you help a parent decide where to bring the baby?](#)
- [Does a parent have to call before bringing in the baby?](#)
- [Does a parent have to tell anything to the people taking the baby?](#)
- [What happens to the baby?](#)
- [Does my state have a Baby Safe Haven law?](#)
- [What is a Baby Safe Haven Law?](#)
- [Why are states offering Safe Haven Laws?](#)
- [What if I change my mind?](#)
- [I'm in a custody battle. How do I know my spouse won't use the Safe Haven law to take away my child?](#)
- [Visit \[NationalSafeHaven.org\]\(http://NationalSafeHaven.org\)](#)
-

New Hampshire Safe Haven Law:

New Hampshire Revised Statutes Chapter 132 - A:1,2,3,4

You can leave your baby, up to 7 days old, with an employee that is on duty at any hospital, fire station, police station, church or with any 911 responder at an agreed transfer location in New Hampshire.

In New Hampshire, no one ever has to abandon a child again.



© 2011 Baby Safe Haven. All Rights Reserved

Cara Marston

From: John Webber <jwebber@pittsfieldnh.gov>
Sent: Thursday, November 03, 2016 10:08 AM
To: Cara Marston
Subject: Looking for permission
Attachments: daresign.jpg

Hi Cara,

Years ago we put up Community Watch signs around town. I believe I sought permission from the BOS to put them up. I also got permission from the State to put them up on existing signs on Rte. 28. I am looking to see if the board would support putting up This is a DARE Community under the existing Community Watch signs on Rte. 28. I have attached an example.

Thanks

John

John Webber
School Resource Officer
Pittsfield Police Department
(PD)603-435-7535
(F)603-435-7298
(PES)603-435-8432
(PMHS)603-435-6701

THIS IS A

D.A.R.E.[®]

COMMUNITY



Town of Pittsfield
Office of Selectmen

Town / Trustees Transfer Activity

Transfer FROM \$ 10,000.00

Town Citizens General Fund # 3300027782

Transfer TO \$ 10,000.00

Town Trustees Citizens Loader Cap Reserve Fund # 108200294974

Purpose:
Captial Reserve funding per town meeting 2016 wa#22

Board of Selectmen

Date: _____

For the Town:

For the Trustees:

Cindy M. Houle, Town Treasurer

Cara M. Marston, Trustees Treasurer

Cara Marston

From: HealthTrust - Benefits <benefits@healthtrustnh.org>
Sent: Monday, November 07, 2016 12:04 PM
To: Cara Marston
Subject: FSA - Updated Plan Documents
Attachments: Adoption Agreement-Pittsfield eff 012017.pdf; FSA Service Agreement Schedule A-Pittsfield eff 012017.pdf; Enrollment Form-ER Contrib-Pittsfield eff 012017.pdf

Hello,

As referenced in the Renewal Letter and the FSA Open Enrollment Email, HealthTrust has made some exciting changes to our Flexible Benefits Program. Effective 1/1/2017 for January FSA Member groups, HealthTrust has reduced the per-participant per month fee almost in half, from \$4.75 to \$2.50 (\$6.25 to \$2.50 if you previously paid for your employee's Benny card). In addition, the Benny card is now offered at no charge to all participants.

These improvements have necessitated changes to your Flexible Benefits Plan Adoption Agreement and Flexible Benefits Plan Administrative Services Agreement. Copies of these updated documents are attached. Please sign and return copies of these two documents to HealthTrust prior to 1/1/2017 (contact information is listed below). A copy of the fully executed Service Agreement will be returned to you for your records; please retain a copy of your signed Adoption Agreement prior to returning it to us.

If your group previously did not offer the Benny card (or if it was offered at the employee's expense), please also find an updated Enrollment Form attached to this email. Please begin utilizing this updated form. Also, if you have begun the open enrollment process (and you previously offered the Benny card), we will honor your existing Flexible Benefits Plan Enrollment Form; participants will not have to fill out a new form.

If you would like to make any additional plan changes, please notify your HealthTrust Benefits Advisor prior to 11/28/2016 so we can make the appropriate changes to your plan materials.

We look forward to another great year serving as your FSA Administrator!

Sincerely,

The HealthTrust FSA Team

Please return signed forms to:

Address: Attn: Charlene Wallace
HealthTrust
PO Box 617
Concord, NH 03302-0617

Fax: (603) 415-3099

Email: fsa@healthtrustnh.org

From: HealthTrust - Benefits
Sent: Friday, October 14, 2016 10:43 AM
Subject: 2017 FSA Open Enrollment Notice - Important News!



Important News Regarding your FSA Program:

- Reduced Fees
- Benny Card at No Cost
- Significant Tax Savings
- Enrollment Form Submission Deadline

HealthTrust has made some exciting enhancements to your FSA program, beginning with the upcoming 2017 Plan Year. These updates will save you money while your employees enjoy the tax savings and convenience of their FSA. Offering the FSA program to your employees enhances their benefit package, reduces their income taxes, and increases your matching FICA tax savings (7.65% of every employee dollar contributed). There has never been a better time to increase your FSA enrollment!

Please review this notice for important information regarding the Healthcare Flexible Spending Account (Healthcare FSA), Dependent Care Reimbursement Account, and/or Premium Conversion benefits that HealthTrust administers on your behalf.

Reduced Fees

- Effective 1/1/2017 for January FSA renewal groups, HealthTrust has reduced the per-participant per month fee almost in half, from \$4.75 to \$2.50 (\$6.25 to \$2.50 if you previously paid for your employee's Benny card).
- The Benny card is now offered at no charge to all participants.
- As always, there are no additional hidden charges such as renewal fees, document preparation fees, etc.
- Please see the attached flyer regarding these exciting changes.

Updated Plan Materials

- Due to the changes outlined above, you will be receiving an updated Service Agreement, Adoption Agreement, and Enrollment Forms reflecting the offer of the no-cost Benny card and the reduced fee.
- Please know, if you have begun the open enrollment process (and you previously offered the Benny card), we will honor your existing FSA Enrollment Form; participants will not have to fill out a new form.
- **Please Note:** We are waiting to send these updated plan documents until after the IRS announces whether or not there will be an increase to the maximum Healthcare FSA employee contribution for the 2017 year, as discussed in the next section. By waiting for the IRS announcement, we should be able to accommodate any corresponding plan changes you may choose to make, prior to sending out the updated materials.

IRS News for Healthcare FSAs in 2017

- The IRS has not yet announced whether there will be an increase in the maximum employee contribution amount to Healthcare FSAs for 2017, although we anticipate that the IRS may increase the Healthcare FSA maximum contribution to \$2,600 (up from \$2,550 for the 2016 plan year). We expect this announcement to be made in late October.
- Once the IRS has announced the Healthcare FSA maximum, we will send you an email with their decision and, if the maximum has been increased, ask you to determine whether or not you would like to adopt the new amount.
- As always, employers may continue to set a maximum employee contribution for their Healthcare FSA that is less than or equal to the IRS maximum.

Requesting Plan Changes

- Please notify your Benefits Advisor as soon as possible (but no later than **November 28, 2016**) if you are making any changes to your Flexible Benefits Plan for the 2017 Plan Year. Possible changes may include, but are not limited to, **a change in maximum election amounts, changes to the grace period/carryover, and changes to the classes of eligible employees**. Once notified of a change, we will supply you with an updated Adoption Agreement and Enrollment Form. Per IRS regulations, these changes must be adopted prior to the beginning of the Plan Year.

Open Enrollment Reminders

- The annual open enrollment period takes place prior to the beginning of each Plan Year. Each eligible employee, regardless of whether he/she participated during the 2016 Plan Year, is eligible to participate in the upcoming Plan Year.
- A properly completed Enrollment Form must be returned to the Plan Administrator (you) before the start of the Plan Year. Per IRS regulations, Enrollment Forms completed on or after January 1 cannot be accepted.
- We recommend that you have all employees complete an Enrollment Form, even those who are electing not to participate. However, send HealthTrust only the Enrollment Forms for employees electing to participate in the Healthcare FSA or Dependent Care Reimbursement Account.
- Your Benefits Advisor is available to conduct a benefit education for your employees; please contact him/her directly to schedule an education session. We encourage you to consider taking advantage of this valuable service.
- If you need any supplies – Enrollment Forms, Reimbursement Forms, or brochures – please submit your request to supplyorders@healthtrustnh.org.

Enrollment Deadline

- In order for us to complete the enrollment process in a timely manner, we ask that you submit to us as many completed Enrollment Forms as soon as possible.
- In order to guarantee enrollment will be processed, Benny cards are ordered, and Flexible Spending Accounts are active as of the first day of the plan year, forms must be received by HealthTrust no later than **December 9, 2016**. Forms received after this date may experience a delay.
- You may mail the forms (PO Box 617, Concord, NH 03302-0617), fax them (603.415.3099), or email them (fsa@healthtrustnh.org).

Change in Status Form

- As a reminder, it is important to send a completed Change in Status Form without delay for any participant who experiences a change in status event during the Plan Year (including termination of employment) when it occurs.

- If you have elected the \$500 carryover option for your Healthcare FSA, it is particularly important that a Change in Status Form is received for employees who have terminated employment during the year, so that their funds do not carry over to the following year.

HealthTrust looks forward to continuing to serve as your FSA Administrator. Please contact HealthTrust Enrollee Services at 800.527.5001 with any questions.

The mission of HealthTrust, Inc. is to provide high quality, cost-effective employee benefit products and services for public employers and employees in New Hampshire in order to reduce costs through pooling strategies with a commitment to education, health promotion and disease prevention.

HealthTrust, Inc. endeavors to protect the privacy of the enrollee and their beneficiaries' healthcare information. This message is intended only for the use of the addressee and may contain private healthcare information that is protected by state and federal law, including without limitation the Health Insurance Portability and Accountability Act of 1996. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please erase or destroy all copies of the message and its attachments and notify the sender immediately. Thank you.

HealthTrust is committed to safeguarding your health information. Please be aware that you can contact HealthTrust using our [Secure Email Message Center](#). Emails sent and received via the Message Center will require you to login and will be encrypted for your protection.

**TOWN OF PITTSFIELD
Flexible Benefits Plan**

Adoption Agreement

1. Name of Plan: Town of Pittsfield Flexible Benefits Plan
2. Employer/Plan Sponsor: Town of Pittsfield
3. Plans/Optional Benefits Covered:
 - Premium Conversion Benefit for Group Medical Plan
 - Healthcare Flexible Spending Account
 - Dependent Care Reimbursement Account
4. Initial Plan Year with HealthTrust, Inc.: January 1, 2014 – December 31, 2014
5. Plan Year: January 1 – December 31
6. Renewal Date: January 1
7.
 - a. Original Effective Date of Plan: January 1, 2014
 - b. Effective Date of Plan Amendment and Restatement (if applicable): This Plan Document was amended and restated in its entirety effective January 1, 2015, and replaced the previous plan document.
 - c. Effective Date of this Amendment to the Adoption Agreement: January 1, 2017.
8. Plan Administrator: Town of Pittsfield
PO Box 98
Pittsfield, NH 03263
Telephone: 603.435.6773
Fax: 603.435.7922
9. FSA Administrator: HealthTrust, Inc. ("HealthTrust")
25 Triangle Park Drive
PO Box 617
Concord, NH 03302-0617
Telephone: 603.226.2861
Fax: 603.415.3099
10. Eligibility Requirements (Section 1.1) for the following Optional Benefit(s) and/or Cash Opt-Out Benefit(s):

Premium Conversion and/or Cash Opt-Out Benefit(s) Eligibility - The eligibility requirements for participating in any group medical, dental, or other plan for which Premium Conversion and/or a Cash Opt-Out Benefit is available are as detailed in the specific documents applicable to such plan (such as certificate of coverage, enrollment form, personnel policy, etc.).

Healthcare FSA Eligibility* - The following classes of employees who are eligible for the employer's group medical plan coverage are also eligible for participation in the Healthcare FSA.

All employees eligible for group medical plan coverage.

Eligibility Begins: On the date of hire.

**Eligibility for participation in the Healthcare Flexible Spending Account component of the Plan must be limited to classes of employees who are also eligible for other group health plan coverage (not limited to "excepted benefits" as defined in 45 CFR 146.145(c)) through the Employer.*

Dependent Care Reimbursement Account Eligibility - The following classes of employees are eligible for participation in the Dependent Care Reimbursement Account.

All employees eligible in the following classes:

Employee Class Description: All employees eligible for group medical plan coverage.

Eligibility Begins: On the date of hire.

11. Optional Benefits and/or Cash Opt-Out Benefits. The Employer may elect to provide to its Eligible Employees any of the following Optional Benefits and/or Cash Opt-Out Benefits as described in Sections 2 through 5 of the Plan. To indicate such election(s) check the applicable box below:

Premium Conversion Benefit (Section 3.1) for the following group health and/or other welfare benefit plan(s), all of which are "qualified benefits" for purposes of IRC Section 125 and regulations thereunder:

Yes No

- Medical Plan
 Dental Plan
 Disability Plan
 Other*

**"Nonqualified benefits" as defined in IRC Section 125(f) and/or IRS Proposed Regulation Section 1.125-1(q) are not permitted in an IRC Section 125 cafeteria plan and are not offered through this Plan. Such nonqualified benefits include, but are not limited to, elective deferrals to a Section 403(b) plan and group term life insurance for an individual other than the employee.*

Cash Opt-Out Benefit* (Section 3.3) for the following group health and/or other welfare benefit plan(s):

Yes No

- Medical Plan
 Dental Plan
 Disability Plan
 Other

**The amount(s) of any available Cash Opt-Out Benefit shall be established by the Employer prior to each Plan Year and shall be set forth on the Enrollment Form or in other plan materials provided by the Employer to Eligible Employees for the relevant Plan Year.*

Non-Tax Dependent Coverage as Taxable Benefit; Eligible Employee Contributions*
(Section 3.4) for the following group health plan(s):

Yes No

Medical Plan

Dental Plan

**The Employer may only elect to include Section 3.4 in the Plan if the Employer allows an Eligible Employee to enroll Non-Tax Dependents (e.g. domestic partners) in the Employer's group medical and/or dental plan.*

Yes No

Healthcare Flexible Spending Account (Section 4 and 4.2)

• Minimum Salary Reduction Contribution is \$ 0

• Maximum Salary Reduction Contribution is \$ 2,500*

• Maximum Non-Elective Employer Contribution
and/or Benefit credit provided by the Employer is \$ 500**

**Maximum Salary Reduction Contribution may not exceed \$2,600 (as indexed for inflation) for any Plan Year per Internal Revenue Code § 125(i).*

***Maximum amount may not exceed \$500 (unless the Employer matches Salary Reduction Contributions, in which case the maximum amount may not exceed the greater of \$500 or the amount of the Employee's Healthcare FSA Salary Reduction Contribution) per 45 CFR 146.145(c)(3)(v). If applicable, the classes of Employees eligible for non-elective Employer contributions and/or Benefit credits are set forth in Section 14 of this Adoption Agreement.*

Yes No

Dependent Care Reimbursement Account (Section 5 and 5.2)

• Minimum Salary Reduction Contribution is \$ 0

• Maximum Salary Reduction Contribution is \$ 5,000*

**Maximum Salary Reduction Contribution and Dependent Care Account Benefits may not exceed limits stated in Section 5.2.*

12. a. Healthcare FSA Elective Provisions. If offering the Healthcare FSA Benefit, the Employer may elect to include any of the following specific provisions relating to the Healthcare FSA as described in Section 4 of the Plan. To indicate such election(s), check the applicable box below:

Yes No

Qualifying Over-the-Counter Products (Section 4.5). This election allows Eligible Employees participating in the Healthcare FSA to receive reimbursement of expenses for qualifying over-the-counter products as described in Section 4.5 and on Schedule A.

Yes No

Debit Cards (Section 4.8). This election allows Eligible Employees participating in the Healthcare FSA to elect to use Debit Cards to obtain direct reimbursement of Qualifying Healthcare Expenses, subject to applicable substantiation requirements.

Yes No

Grace Period (Section 4.9A): This election permits Eligible Employees participating in the Healthcare FSA a grace period of 2½ months following the end of each Plan Year. Any unused balance remaining in the Employee's account at the end of the Plan Year may be used to reimburse the Employee for Qualifying Healthcare Expenses incurred during the 2½-month grace period. This election is only available if the Carryover provision under Section 4.9B is not elected for the Plan Year.

Yes No

Carryover (Section 4.9B): This election permits Eligible Employees participating in the Healthcare FSA to carry over up to \$500 of unused amounts remaining as of the end of a Plan Year to the immediately following Plan Year. Any unused balance up to the carryover amount remaining in the Employee's account as of the end of the Plan Year may be used to reimburse the Employee for Qualifying Healthcare Expenses incurred during the immediately following Plan Year. This election is only available if the Healthcare FSA Grace Period under Section 4.9A is not elected for the Plan Year. If the Employer elects the Carryover and the Employer also offers a Health Savings Account (HSA)-compatible High Deductible Health Plan (HDHP), the Carryover election also will permit an Eligible Employee who enrolls in such HDHP for the following year to: (i) voluntarily waive his/her Carryover amount or (ii) use any Carryover amount from the current Plan Year as a contribution in the following Plan Year to a Limited Purpose Healthcare FSA (if any) offered by the Employer and administered by HealthTrust.

b. Person(s) Authorized to Access PHI. In accordance with and subject to HIPAA and Section 9.3, only the following employees, classes of employees or other persons under the control of the Employer may be given access to Protected Health Information ("PHI"):

Administrative Assistant

13. Dependent Care Account Elective Provisions. If offering the Dependent Care Account Benefit, the Employer may elect to include either or both of the following specific provisions relating to the Dependent Care Account as described in Section 5 of the Plan. To indicate such election(s), check the applicable box below:

Yes No

Debit Cards (Section 5.6). This election allows Eligible Employees participating in the Dependent Care Account to use Debit Cards to obtain direct reimbursement of Qualifying Dependent Care Expenses, subject to applicable substantiation requirements.

Yes No

Grace Period (Section 5.7). This election permits Eligible Employees participating in the Dependent Care Account a grace period of 2½ months following the end of each Plan Year. Any unused balance remaining in the Employee’s account at the end of the Plan Year may be used to reimburse the Employee for Qualifying Dependent Care Expenses incurred during the 2½-month grace period.

14. Non-Elective Employer Contributions and Benefit Credits (if applicable) (Section 2.2). The amount of non-elective Employer contributions and/or Benefit credits provided by the Employer in accordance with Section 2.2 of the Plan, and the specific terms are as follows:

The amount of such non-elective Employer contributions or Benefit credits available for any Plan Year, and the specific terms thereof, shall be set forth on or with the Enrollment Form, or in such other Plan materials provided by the Employer to Eligible Employees for the Plan Year. Such other plan materials, as relevant and in effect from time to time, are hereby incorporated by reference into this Plan.

Non-Elective Employer Contributions are available for the following classes of employees: AFT-NH employees.

Contributions will be made to the following Optional Benefits:

- Healthcare FSA*
- Dependent Care

**Any Non-Elective Employer Contributions and/or Benefit credits provided by the Employer with respect to the Healthcare Flexible Spending Account component of the Plan must not exceed the maximum limits stated in Section 11 of this Adoption Agreement.*

IN WITNESS WHEREOF, the Employer has caused this Adoption Agreement to be executed by a duly authorized agent on the date set forth below, to be effective as of January 1, 2017.

TOWN OF PITTSFIELD

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE A
SCHEDULE OF FSA SERVICES AND PRICING

FSA SERVICES

Document Preparation

- Model Plan Document and Adoption Agreement*
- Model Plan Amendments*

**Employer should have these documents reviewed by legal counsel prior to adoption and execution*

Group Employee Benefit Education Sessions

Forms/Brochures

- Customized Enrollment Form
- Healthcare Flexible Spending Account Brochure
- Dependent Care Reimbursement Account Brochure
- Reimbursement Form
- Eligible/Ineligible Healthcare Expenses List
- Change-in-Status Form

Issuance and Administration of Benny™ Prepaid Benefits Card

Reporting to Employer

- Initial and annual election confirmation report(s)
- Quarterly Account Statement
- Plan Year Final Settlement Statement
- Dependent Care Calendar Year Payroll Deduction Amounts for tax purposes (upon request)*

**This information is available to assist the Employer in satisfying the annual notice requirement for Dependent Care Assistance programs, which is routinely reported by Employers on a participating Employee's Form W-2. Because the Employer performs this reporting, the following sentence is deleted from the "Tax Reporting and Nondiscrimination Testing" paragraph in Section 3: "Notwithstanding the foregoing, HealthTrust will provide, on behalf of Employer, the IRS required calendar year notice of Dependent Care Account Benefits received under the Plan to Eligible Employees who elect such Benefits."*

Reporting to Employee

- Welcome Kit (incl. Election Confirmation Letter, brochure(s), etc.)
- Account Balance with Claim Reimbursements
- Periodic Account Statements
- Year End Balance Reminder
- Final Notice of Forfeiture

Processing of Claims for Reimbursement and Settlement of Accounts* in accordance with Plan Document

- Claims submitted online
- Claims submitted with Reimbursement Form via fax or mail
- Substantiation of debit card claims

**For groups that elected the Carryover provision with respect to Healthcare FSAs in the Adoption Agreement, the Settlement of Accounts will take into consideration such Carryover amounts.*

Web Access to account information at www.healthtrustnh.org

- Employee account information
- Employer account information

PRICING

The following per employee per month (pepm) administration fee will be billed to the Employer quarterly for the period of January 1, 2017 through December 31, 2017 for each Employee maintaining a Healthcare FSA and/or Dependent Care Reimbursement Account. This fee is subject to adjustment when the agreement is renewed for subsequent one year terms.

Employees with or without debit card \$2.50 pepm

An Employee will be charged a fee of \$5 to replace a lost or stolen debit card or order an additional card.

TOWN OF PITTSFIELD

HEALTHTRUST, INC.

By: _____

By: _____

Name: _____

Name: Wendy Lee Parker

Title: _____

Title: Executive Director

Date: _____

Date: _____

Nov. 3, 2016

To: Jesse Pacheco,

Hello,

I am writing in regards to seeking a 6 month extension for my trailer on my Property located at 322 Catamount Rd.

at the present, i have construction going on, my garage is leaking from the inside and it needs emergency work which will take me several months to fix. I am disabled, with just one working leg, and have to take care of every thing myself, and this has already been started. I will remove one trailer by the end of November. The other i will be dealing with over the cold winter months and will have it emptied and removed by the end of April 2017.

I am asking for this 6 month extension in order to keep my tools and materials inside this trailer while i deal with this emergency construction situation in order to keep things out of the winter outside elements. It will be taken care of and i am sorry for the delay, but i am physically handicapped, and will complete this task in order to remain with good standards for this town and it's rules as a Pittsfield homeowner.

Thank you For your Time.
Sincerely,
Joseph McLaughlin

Cara Marston

From: Jesse Pacheco <jpacheco@pittsfieldnh.gov>
Sent: Monday, October 31, 2016 7:03 PM
To: Cara Marston
Subject: storage trailer

Hi Cara,

I spoke to Joseph Mc Coy this evening and he would like to get another permit for the storage trailer on his property, he was given a permit last year and in which it has expired as of September 1 2016, in our zoning and on the permit that was issued it says you are allowed 1 and for a period of 1 year it does not say you cannot renew but that would defeat the purpose of saying it was allowed for one year . he was not happy that I told him he was only given a permit for one and the other one would also have to go have to go. With that he would like to have a meeting with the BOS.

Thank you
Jesse

TOWN OF PITTSFIELD
NEW HAMPSHIRE



PERMIT
FOR STORAGE CONTAINERS

(STORAGE CONTAINERS: Shall mean, any truck trailer, box trailer, school bus, mobile home or other similar facility used for storage or other purposes).

Storage Containers, whether registered or not, whether mobile or stationery, are not allowed on a permanent basis in any zoning district within the Town of Pittsfield. A storage container is permitted for storage purposes only, for a period of one year, with the approval of a parking permit issued by the Board of Selectmen or their designee, provided said storage container meets all setback requirements, and as limited by the following, a) maximum of one storage container per lot in the Urban, Suburban or Rural Districts. b) maximum of two storage containers per lot in the Light Industrial/Commercial Districts.

APPLICANTS NAME: Joseph McCoy

APPLICANTS ADDRESS: 322 Catamount Rd

APPLICANTS TELEPHONE NUMBER: 603-435-5050

LOCATION OF STORAGE UNIT: TAX MAP & LOT NUMBER: R23-02-01

ZONING DISTRICT: RURAL

SERIAL NUMBER OF STORAGE CONTAINER: 1H2V04523EB019801

MAKE AND MANUFACTURER OF CONTAINER: FPB-F2-45FRUEHAUF

SIGNATURE OF APPLICANT: Joseph McCoy

DATE STORAGE USE IS TO BEGIN: Oct 31, 2016

APPROVED: DATE: _____

Board of Selectmen

Unit must be removed one year from the approved date above.

TOWN OF PITTSFIELD
NEW HAMPSHIRE

PERMIT
FOR STORAGE CONTAINERS

(STORAGE CONTAINERS: Shall mean, any truck trailer, box trailer, school bus, mobile home or other similar facility used for storage or other purposes).

Storage Containers, whether registered or not, whether mobile or stationery, are not allowed on a permanent basis in any zoning district within the Town of Pittsfield. A storage container is permitted for storage purposes only, for a period of one year, with the approval of a parking permit issued by the Board of Selectmen or their designee, provided said storage container meets all setback requirements, and as limited by the following; a) maximum of one storage container per lot in the Urban, Suburbari or Rural Districts. b) maximum of two storage containers per lot in the Light Industrial/Commercial Districts.

APPLICANTS NAME: Joseph McCoy

APPLICANTS ADDRESS: 322 Catamount Rd.

APPLICANTS TELEPHONE NUMBER: 603-435-5050

LOCATION OF STORAGE UNIT: TAX MAP & LOT NUMBER: R23-02-01

ZONING DISTRICT: RURAL

SERIAL NUMBER OF STORAGE CONTAINER: 1H2V04523EB019801

MAKE AND MANUFACTURER OF CONTAINER: FP8-F2-45 FRUEHAUF

SIGNATURE OF APPLICANT: Joseph McCoy

DATE STORAGE USE IS TO BEGIN: Sept. 1, 2015

APPROVED: DATE: 9-1-15

Donna R. Beecher
Albert Tanglos
[Signature]

Board of Selectmen

Unit must be removed one year from the approved date above.

Article 14. Storage Containers

1. Authority

RSA 674:16, I, (d); RSA 674:16, V; and RSA 674:17.

2. Purpose

The purpose of these STORAGE CONTAINER regulations is to promote the general welfare by protecting the aesthetics of the town. (See RSA 674:17, I, (c), and Taylor v. Plaistow, 152 N.H. 142, 872 A.2d 769 (2005) (“a municipality may exercise its zoning power solely to advance aesthetic values because the preservation or enhancement of the visual environment may promote the general welfare.”).)

3. Permitting Conditions for Storage Containers

Except as provided in article 4, section 3, Nonconforming Uses, every STORAGE CONTAINER shall be permitted upon the following conditions and upon all other applicable conditions in the zoning ordinance:

- (a) The STORAGE CONTAINER shall be used for and only for storage.
- (b) The STORAGE CONTAINER shall have a SETBACK from every STREET boundary or INTERIOR LOT LINE which SETBACK is greater than or equal to the minimum SETBACK specified for the STREET boundary or INTERIOR LOT LINE by article 3, section 4, (h), Table of Dimensional Requirements.
- (c) No more than one STORAGE CONTAINER shall be on the LOT if the LOT is in the Urban District, the Suburban District, or the Rural District.
- (d) No more than two STORAGE CONTAINERS shall be on the LOT if the LOT is in the Commercial District or the Light Industrial/Commercial District.
- (e) The sum of the time during which one or more STORAGE CONTAINERS are on any one LOT during any 15-month period shall be no more than 12 months.
- (f) The owner of the LOT where the STORAGE CONTAINER will be put shall tell the zoning ordinance administrator the date when the STORAGE CONTAINER is proposed to be put on the LOT. The zoning ordinance administrator shall issue a permit for the STORAGE CONTAINER, and the permit shall state the date when the STORAGE CONTAINER is proposed to be put on the LOT.

6. Administrator

- (a) The board of selectmen shall have charge of administering and enforcing the zoning ordinance except as follows:
- (1) If the zoning ordinance explicitly designates a specific administrator for a specified part of the zoning ordinance, then that administrator shall administer that part of the zoning ordinance.
 - (2) The board of selectmen's charge to administer and enforce the zoning ordinance shall not interfere with any state or federal law empowering a specific administrator, for example, RSA 676:13, I, (building inspector) and RSA 676:5, III, (planning board).
- (b) The board of selectmen may authorize an agent to administer and enforce the zoning ordinance on the board's behalf and may revoke that authorization at any time. Such an authorization or revocation shall be effective if and only if the board's minutes record the board's vote to authorize or revoke.

7. Conflicting Provisions; Relationship to Other Ordinance or Regulation

Wherever provisions of the zoning ordinance conflict, or wherever a provision of the zoning ordinance conflicts with a provision of another ordinance or regulation, the provision that imposes the greater restriction or higher standard shall control. (RSA 676:14.)

8. Separability

The invalidity of any provision of the zoning ordinance shall not affect the validity of any other provision.

9. Penalty Clause

Any person who violates any of the provisions of this zoning ordinance, or any provision or specification of any application, plat, or plan approved by, or any requirement or condition of a permit or decision issued by, any local administrator or land use board acting under the authority of this zoning ordinance shall be guilty of a misdemeanor if a natural person, or guilty of a felony if any other person; and shall be subject to a civil penalty of \$275 for the first offense, and \$550 for subsequent offenses, for each day that such violation is found to continue after the conviction date or after the date on which the violator receives written notice from the municipality that the violator is in violation, whichever is earlier. Each day that a violation continues shall be a separate offense. (RSA 676:17, I; also see RSA 676:15 through RSA 676:18, Penalties and Remedies.)

10. Mobile Home, Mobile Home Park and Trailer Park Ordinance Repealed

The adoption of the zoning ordinance shall repeal the Mobile Home, Mobile Home Park and Trailer Park Ordinance for the Town of Pittsfield as heretofore amended.



MONTHLY MANAGERS REPORT

To: Cara Marston, Town Administrator
Town of Pittsfield

From: Bill Gilpatric., Project Manager
Utility Partners LLC

November 3, 2016

Subject: October 2016 Activity at the Pittsfield Wastewater Treatment Facility
NPDES Permit # NH0100986

Wastewater Analysis Performed:

All daily and monthly testing required by the Pittsfield's permit was done and submitted to EPA and DES for the month October 2016. (Report attached)
As you know we started with our new permit on April 1, 2015. We tested for Phosphorus this month. The phosphorus level this month was 0.5 lbs/day, our permit level is 1.5 lbs/day. We tested for ammonia this month. We started on May 17, 2016 using the chemical for phosphorus treatment which is called Epic WW58. We are injecting it in lagoon #2 by aerator #7(shut off 10/21/16). We will not have to test for phosphorus and ammonia after this month, until next April 2017.

Other: Below is a quick reference as to what the flows entering and exiting the facility were for the month of October 2016 compared to October 2015.

Monthly Totals for Influent and Effluent flow compared to last year in MGD:

| Oct-16 | Influent | Effluent |
|----------------|----------|----------|
| Total | 4.220 | 4.030 |
| Average | .136 | .130 |
| Min. | .109 | .082 |
| Max. | .225 | .258 |

| Oct-15 | Influent | Effluent |
|----------------|----------|----------|
| Total | 4.692 | 4.494 |
| Average | .151 | .145 |
| Min. | .128 | .042 |
| Max. | .192 | .370 |

Maintenance Budget: 2016

\$12,500.00

Maintenance money used by month

Jan: \$1229.36

Feb: \$620.41

March: \$3,311.34

Apr: \$3,850.89

May: \$360.79

Jun: \$4189.09

Jul: \$447.87

Aug: \$374.57

Sep: \$715.82

Oct: \$2,345.15

Nov:

Dec:

Maintenance Cap remainder for the Contract Year

\$12,500.00

- \$17,445.29

- \$4,945.29

Anticipated Maintenance and Repairs:

Looking into putting up a shed or storage container for Phosphorus treatment.

Plant Maintenance:

All Maintenance and Inspections at the facility has been performed for October 2016.

General clean up inside and outside buildings at Treatment Plant.

Cleaned out grease from headworks.

Mowed grass at plant and the slopes around lagoons.

Flow meters were calibrated. Should start budgeting to replace flow meters.

Sewer & alarm Callout

There were no call outs for the month of October.

Pump Stations

Weekly checks were done at all stations.

All generators were exercised this month.

Mowed grass at the pump stations.

Collection System

Marked out for dig safe where needed.

Checked some of the manholes on Leavitt and Loudon Street areas.

Monitoring Wells

Monitoring wells are scheduled for testing on November 15, 2016, for our Groundwater Discharge Permit.

Sincerely,



Bill Gilpatric, Project Manager



November 3, 2016

**RE: TOWN OF PITTSFIELD, NEW HAMPSHIRE
NPDES PERMIT # NH0100986
October 2016 DMR EXPLANATIONS**

Dear US EPA and NHDES:

Attached please find the following:

- October 2016 State of NH Monthly Operations Report

Facility personnel and Eastern Analytical performed all NPDES analysis. Results for Chlorine residual, Total Suspended Solids, and CBOD were less than the detection limit so zero was entered in the monthly report. The following is the test methods and detection limits for the chlorine test, total suspended solids and CBOD the treatment plant ran:

- Chlorine residual – Method # 4500-CLG-2011 Detection Limit <0.02 mg/L
- Total Suspended Solids – Method #2540 D-2011 Detection Limit < 1 mg/l

The Pittsfield Wastewater Plant has started injecting Epic WW58, chemical for phosphorus treatment on May 17, 2016.

If you have any questions or concerns please contact me at your convenience.

Sincerely,

A handwritten signature in cursive script that reads 'Bill Gilpatric'.

Bill Gilpatric
Project Manager
Utility Partners

PO Box 276
Pittsfield, NH 03263



603-435-8857(p)
603-435-8847(f)

**PITTSFIELD
WASTEWATER TREATMENT FACILITY
MONTHLY OPERATIONS REPORT**

State of New Hampshire
Department of Environmental Services
P.O. Box 95
Concord, New Hampshire 03302-0095

Facility: Pittsfield WWTP
Plant Manager: Bill Gilpatric
Month: October 2016
NPDES# NH0100986

| DATE | Day of Week | WASTEWATER FLOW in MGD | | | | DO mg/L | pH | | Phosphorus mg/L |
|---------|-------------|---------------------------|-------|----------|-------|------------|------|------|--------------------|
| | | INF | EFF | INFLUENT | | | SU | | |
| | | TOTAL | TOTAL | Min | Max | | EFF | EFF | |
| 1 | Sat | 0.122 | 0.093 | 0 | 380 | 9.11 | 6.92 | 6.66 | |
| 2 | Sun | 0.127 | 0.096 | 0 | 380 | 9.14 | 6.73 | 6.68 | |
| 3 | Mon | 0.112 | 0.092 | 0 | 340 | 9.18 | 7.05 | 6.63 | |
| 4 | Tue | 0.109 | 0.108 | 0 | 330 | 9.17 | 6.97 | 6.71 | |
| 5 | Wed | 0.112 | 0.144 | 0 | 340 | 9.34 | 7.07 | 6.77 | |
| 6 | Thu | 0.119 | 0.123 | 0 | 320 | 9.44 | 7.04 | 6.74 | 0.60 |
| 7 | Fri | 0.112 | 0.139 | 0 | 340 | 9.41 | 6.93 | 6.74 | |
| 8 | Sat | 0.115 | 0.127 | 0 | 340 | 9.26 | 6.83 | 6.74 | |
| 9 | Sun | 0.132 | 0.150 | 0 | 360 | 9.20 | 6.88 | 6.78 | |
| 10 | Mon | 0.113 | 0.130 | 0 | 340 | 9.25 | 6.74 | 6.76 | |
| 11 | Tue | 0.113 | 0.118 | 0 | 320 | 9.63 | 7.18 | 6.73 | |
| 12 | Wed | 0.120 | 0.111 | 0 | 340 | 9.79 | 7.02 | 6.74 | |
| 13 | Thu | 0.119 | 0.082 | 0 | 350 | 9.80 | 6.94 | 6.73 | 0.50 |
| 14 | Fri | 0.115 | 0.109 | 0 | 320 | 9.84 | 6.92 | 6.79 | |
| 15 | Sat | 0.114 | 0.093 | 0 | 340 | 9.88 | 6.93 | 6.81 | |
| 16 | Sun | 0.127 | 0.086 | 0 | 340 | 9.89 | 6.85 | 6.88 | |
| 17 | Mon | 0.120 | 0.085 | 0 | 320 | 10.12 | 6.94 | 6.62 | |
| 18 | Tue | 0.132 | 0.086 | 0 | 350 | 9.90 | 6.81 | 6.88 | |
| 19 | Wed | 0.123 | 0.086 | 0 | 350 | 9.70 | 6.81 | 6.71 | |
| 20 | Thu | 0.170 | 0.086 | 0 | 320 | 9.70 | 6.91 | 6.72 | 0.60 |
| 21 | Fri | 0.225 | 0.173 | 40 | 2,000 | 9.61 | 6.87 | 6.68 | |
| 22 | Sat | 0.170 | 0.258 | 40 | 400 | 9.34 | 6.82 | 6.64 | |
| 23 | Sun | 0.157 | 0.212 | 10 | 420 | 9.35 | 6.83 | 6.65 | |
| 24 | Mon | 0.145 | 0.181 | 20 | 360 | 9.57 | 7.07 | 6.63 | |
| 25 | Tue | 0.141 | 0.161 | 20 | 380 | 9.68 | 6.98 | 6.65 | |
| 26 | Wed | 0.140 | 0.141 | 10 | 360 | 9.92 | 7.05 | 6.78 | |
| 27 | Thu | 0.165 | 0.121 | 60 | 360 | 10.13 | 7.02 | 6.75 | 0.70 |
| 28 | Fri | 0.188 | 0.180 | 40 | 400 | 10.35 | 6.53 | 6.72 | |
| 29 | Sat | 0.159 | 0.164 | 40 | 360 | 10.19 | 6.78 | 6.61 | |
| 30 | Sun | 0.162 | 0.153 | 20 | 360 | 9.98 | 6.67 | 6.56 | |
| 31 | Mon | 0.142 | 0.142 | 20 | 300 | 10.31 | 6.95 | 6.56 | |
| Total | | 4.220 | 4.030 | | | | | | |
| Average | | 0.136 | 0.130 | 10 | 404 | 9.65 | 6.90 | 6.71 | 0.60 |
| Maximum | | 0.225 | 0.258 | 60 | 2000 | 10.35 | 7.18 | 6.88 | 0.70 |
| Minimum | | 0.109 | 0.082 | 0 | 300 | 9.11 | 6.53 | 6.56 | 0.50 |

**PITTSFIELD
WASTEWATER TREATMENT FACILITY
MONTHLY OPERATIONS REPORT**

State of New Hampshire
Department of Environmental Services
P.O. Box 95
Concord, New Hampshire 03302-0095

Facility: Pittsfield WWTP
Plant Manager: Bill Gilpatric
Month: October 2016
NPDES# NH0100986

| DATE | Day of Week | Chlorine | E-coli #/100 | BOD (mg/L) | | TOTAL SUSPENDED SOLIDS MG/L | | Copper | Ammonia Nitrogen |
|---------|-------------|----------|--------------|------------|-----|-----------------------------|-----|--------|------------------|
| | | | | INF | EFF | INF | EFF | mg/L | mg/L |
| | | mg/L | EFF | INF | EFF | INF | EFF | EFF | EFF |
| 1 | Sat | 0.00 | | | | | | | |
| 2 | Sun | 0.00 | | | | | | | |
| 3 | Mon | 0.00 | 1.0 | | | | | | |
| 4 | Tue | 0.00 | 2.0 | | | | | | |
| 5 | Wed | 0.00 | | | | | | | |
| 6 | Thu | 0.00 | | 424.0 | 1.0 | 382.0 | 0.0 | 0.002 | 0.05 |
| 7 | Fri | 0.00 | | | | | | | |
| 8 | Sat | 0.02 | | | | | | | |
| 9 | Sun | 0.01 | | | | | | | |
| 10 | Mon | 0.00 | | | | | | | |
| 11 | Tue | 0.00 | 8.7 | | | | | | |
| 12 | Wed | 0.00 | 4.3 | | | | | | |
| 13 | Thu | 0.00 | | 265.0 | 1.0 | 918.0 | 1.0 | | 0.05 |
| 14 | Fri | 0.00 | | | | | | | |
| 15 | Sat | 0.00 | | | | | | | |
| 16 | Sun | 0.00 | | | | | | | |
| 17 | Mon | 0.00 | 12.3 | | | | | | |
| 18 | Tue | 0.00 | 22.7 | | | | | | |
| 19 | Wed | 0.00 | | | | | | | |
| 20 | Thu | 0.00 | | 358.0 | 1.0 | 519.0 | 0.0 | 0.002 | 0.05 |
| 21 | Fri | 0.00 | | | | | | | |
| 22 | Sat | 0.00 | | | | | | | |
| 23 | Sun | 0.00 | | | | | | | |
| 24 | Mon | 0.00 | 11.0 | | | | | | |
| 25 | Tue | 0.01 | 20.0 | | | | | | |
| 26 | Wed | 0.05 | | | | | | | |
| 27 | Thu | 0.00 | | 509.0 | 1.0 | 342.0 | 1.0 | | 0.05 |
| 28 | Fri | 0.01 | | | | | | | |
| 29 | Sat | 0.02 | | | | | | | |
| 30 | Sun | 0.02 | | | | | | | |
| 31 | Mon | 0.00 | | | | | | | |
| Total | | | GEO | | | | | | |
| Average | | 0.00 | 6.8 | 389 | 1.0 | 540 | 0.5 | 0.002 | 0.05 |
| Maximum | | 0.05 | 23 | 509 | 1.0 | 918 | 1.0 | 0.002 | 0.05 |
| Minimum | | 0.00 | 1 | 265 | 1.0 | 342 | 0.0 | 0.002 | 0.05 |

% BOD Removal = 100
% TSS Removal = 100

Verified by: Bill Gilpatric
signature: Bill Gilpatric